

Approved as to Form and Legality

Date Adopted

Committee

Salem County Counsel

March 7, 2019

Public Safety

RESOLUTION AUTHORIZING A ONE YEAR EXTENTION OF A CONTRACT FOR PROVIDING INMATE DENTAL CARE TO THE SALEM COUNTY CORRECTIONAL FACILITY

WHEREAS, the Salem County Purchasing Agent, as authorized Contracting Agent for the Board of Chosen Freeholders of the County of Salem has requested, received and opened sealed proposals on February 9, 2016 at 2:00 pm prevailing time for Providing Inmate Dental Care for the Salem County Correctional Facility and the receipt of said bids were duly advertised in accordance with the law and in such case made and provided; and

WHEREAS, all bid results and recommendations for contract award are on file in the Office of the Purchasing Agent, 110 5th Street, Suite 400, in the County of Salem, New Jersey, as required by Law; and

WHEREAS, it had previously been determined that **Dentrust Dental, P.A.** has substantially met the necessary qualifications for the fulfillment of this contract, and further has provided the documentation necessary to successfully fulfill the requirements of the County of Salem; and

WHEREAS, The Salem County Treasurer has certified that the funding for this Contract shall be encumbered in accordance with N.J.A.C. 5:30-5.4 and this agreement shall further be contingent upon the availability and appropriation of sufficient funds for this purpose in the County temporary and/or permanent budget; and

WHEREAS, on February 17, 2016 the Salem County Board of Chosen Freeholders authorized a contract via Resolution 2016-113 to **Dentrust Dental, P.A.**, 6097 Easton Road, Pipersville, PA 18947 in the amount not to exceed \$38,352.00 (Thirty-Eight Thousand Three Hundred Fifty-Two Dollars and Zero Cents) for a period of two (2) years commencing, retroactively, February 1, 2016 and terminating January 31, 2018 with an option for two (2), one (1) year renewals; and

WHEREAS, on March 23, 2018 the Salem County Board of Chosen Freeholders authorized a one year extension by Resolution 2018-136 to the contract in the amount not to exceed \$38,352.00 (Thirty-Eight Thousand Three Hundred Fifty-Two Dollars and Zero Cents) for the period of February 1, 2018 to January 31, 2019; and

WHEREAS, the Salem County Correctional Facility Warden wishes to exercise the final one year extension of the contract commencing retroactively to February 2, 2019 and terminating January 31, 2020 in the amount not to exceed \$38,352.00 (Thirty-Eight Thousand Three Hundred Fifty-Two Dollars and Zero Cents); and

WHEREAS, **Dentrust Optimized Care Solutions** (i.e. **Dentrust Dental P.A.**) has consented to the one year extension of the contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem as follows:

1. The Board of Chosen Freeholders of the County of Salem hereby authorizes a one year (12 month) extension of a contract for Providing Inmate Dental Care to the Salem County Correctional Facility, subject to the review of the County Solicitor, to **Dentrust Dental, P.A.**, 6097 Easton Road, Pipersville, PA 18947 in the amount not to exceed \$38,352.00 (Thirty-Eight Thousand Three Hundred Fifty-Two Dollars and Zero Cents). This shall be completed in full accordance with the terms and conditions of the contract.
2. The contract shall be for a period of one (1) year commencing, retroactively, February 1, 2019 and terminating January 31, 2020 with no additional renewal periods available.

3. The Freeholder Director and the Clerk of the Board shall be authorized to execute said contract upon compliance by the firm with all requirements and specifications.



R. Scott Griscom, Deputy Freeholder Director
Chair, Public Safety Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on Thursday, March 7, 2019.



STACY L. PENNINGTON
Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
G. Ostrum, Jr.	✓					✓
C. Hassler	✓					
L. Ware	✓					
R.S. Griscom	✓				✓	
B. Laury	✓					

✓ Indicates Vote

Department Initials



CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Kelly A. Hannigan, Treasurer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT:	\$ 10,000.00
ACCOUNT NAME:	INMATE MEDICAL-MISC
ACCOUNT #:	9-01-25-280-700-218
FOR:	INMATE DENTAL SERVICES
DATE:	3/7/19
VENDOR:	DENTRUST DENTAL, P.A.
	6097 EASTON ROAD
	PIPERSVILLE, PA 18947



Kelly A. Hannigan, Treasurer



USACYCL-19

MRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	CONTACT NAME: Fairly Group Certificates		
	PHONE (A/C, No, Ext): (806) 376-4761	FAX (A/C, No): (806) 337-1859	
	E-MAIL ADDRESS: certs@fairlygroup.com		
INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: Everest National Insurance Company		10120
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		015375404	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>		S18EX00584-181	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 2019-1117

Endorsement LEXDOC021 (LX0404) SCHEDULE OF NAMED INSUREDS: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date(s) on the permit.

Salem County, 94 Market Street, Salem, NJ 08079 (including Affiliates) are named as an ADDITIONAL INSURED, for ongoing operations and completed operations on a primary and non-contributory basis. (See attached endorsements) Please note the Excess Liability policy is follow form
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Salem County including Affiliates 94 Market Street Salem, NJ 08079	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fairly Consulting Group, LLC		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Event Number: 2019-1117

Event Name: Oldmans Township Individual Time Trial

Event Location: Pedricktown, NJ

Event Date(s): 05/11/2019

ENDORSEMENT

This endorsement, effective 12:01 AM 5/11/2019

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Salem County including Affiliates
94 Market Street
Salem, NJ 08079

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

**2 Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 5/11/2019

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

SCHEDULE

Name of Person or Organization

Salem County including Affiliates
94 Market Street
Salem, NJ 08079

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shown in the Schedule above shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



Authorized Representative



**Peddler's Shop Cycling Club
1907 Deptford Center Road
Deptford, NJ 08096**

Debby Turner-Fox, QPA, RPPO
Salem County
Purchasing Agent & Claims Coordinator
110 5th Street
Suite 400
Salem, NJ 08079

Dear Debby,

At your request I have been asked to answer some the questions you (and the county) have regarding our event scheduled for May 11, 2019. Let me start out by clarifying the players and then their relationship will be more clear.

PSCC: We are a local cycling club that participates in charity rides as well as USAC sanctioned races, we were founded in 2005.

Our primary goal: To promote the sport of cycling but our other, equally important, goal is to help raise funds (and awareness) for charity groups that have chosen to raise a major part of their yearly budget through cycling events. We achieve this goal by using the funds we raise through our corporate sponsors and holding events like the Oldman's Township Time Trial. The PSCC members are supported by the team in their efforts to train, participate and assist in their fund-raising efforts for our designate charity events and causes. Over the years PSCC has raised hundreds of thousands of dollars to support organizations like The American Cancer Society, ALS, and The Multiple Sclerosis Society as well as donating bikes and helmets to local schools.

USA Cycling (USAC): USAC is the governing body of all USAC sanctioned bicycle races in the USA. They are the largest governing body, they keep track of every sanctioned race in the country as well as the standings for every participant. USAC has a training center in Colorado and are responsible for guiding gifted athletes through the process for Olympic qualification.

PSCC's relationship with USAC: Every sanctioned USAC event in the United States is required to follow the guidelines set down by the USAC rules and regulations.

Every promoter is responsible for payment to the personnel who are assigned to the event by the USAC. These persons are working as agents (employees) of the USAC and in no way are considered employees of PSCC. USAC makes the decisions on how many USAC trained officials are needed, as well as assigns the individual to the event. PSCC has no input to either decision.

In return for this cost PSCC has access to the full support both technical and regulatory at its disposal as we are the hosting club for a USAC event. More importantly each registered rider, PSCC, Oldman's Township Time Trial, the venue and additionally insured are all covered USAC's insurance.

Any persons providing support for the event are all volunteers. Each volunteer is required to sign a **"VOLUNTEER'S ACKNOWLEDGEMENT, WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND AGREEMENT NOT TO SUE" form**. We can provide you with a sample of this release if you like.

As you can see the relationship between USAC and PSCC is strictly a business relationship. We are operating under the control of the USAC and are required to adhere to the rules and regulations set down by their organization, as well as PSCC is required to use (as well as pay) their personnel to enforce all said rules and regulations.

USAC Membership

Thank you for being a USA Cycling member! By joining USA Cycling, you get more than just access to events: you help support a wide variety of programs critical to the sport of cycling in America, from grassroots rides and races to the top step of Olympic and World Championship podiums in all five disciplines of the sport. Much of this work takes place behind the scenes, but our sport is healthier as a result of these

efforts. Here are just a few key programs your USA Cycling membership supports:

We fund grassroots programs to grow the sport from the bottom up. A portion of each racing membership goes directly back to the grassroots of the sport to improve your experience as a member. USA Cycling provides tools, services, and rebates to local associations, while also providing significant subsidies to mountain bike race directors so they can grow the sport locally.

We are Team USA, developing the best American cyclists into Olympians, who inspire us all to ride and race. Every year USA Cycling supports almost 200 athletes who represent Team USA on almost 6,000 participant days in all five disciplines: Mountain Bike, Track, Road, Cyclo-cross, and BMX. With your support, Team USA Cycling earns more medals per dollar spent than any other nation in the world.

We grow the sport on a national level. USA Cycling is leading the fight against doping to ensure fair competition and improve the reputation of our sport. At the same time, our staff works with individuals and groups across the country to create, grow, and partner with events so you see more value for your membership.

We create an essential infrastructure for competitive cycling in America. USA Cycling works tirelessly behind the scenes to develop and maintain a system of rules, policies, and structure for riders, racers (from junior to collegiate to masters to elite), coaches, officials,

mechanics, race directors, teams, and more. This work isn't flashy but is essential to the success and growth of the sport, from providing comprehensive insurance for all members of the cycling community to hosting annual elections so every member of the cycling community has a voice in the management and direction of the sport.

I hope this explains the relationship to your satisfaction. If you need any clarification, please feel free to ask.

Christopher Foster

VP – Peddler's Shop Cycling Club